

No. 29,556 Equity
12856

PURCHASE MONEY

DEED OF TRUST

Rec'd for Record Nov. 16 1977 At 1:03 O'clk P M Same Day Recorded & Ex'd per Charles C. Keller, CLK

THIS DEED OF TRUST is made this 15th day of November 1977, among the Grantor, Robert L. Lemon, Sr. and Dorothy A. Lemon, his wife (herein "Borrower"), Arthur J. Phelan, Jr. and Jeffrey R. Scholz (herein "Trustee"), and the Beneficiary, GOVERNMENT SERVICES SAVINGS & LOAN, INC. A Stock Corporation, a corporation organized and existing under the laws of the State of Maryland, whose address is 7200 Wisconsin Avenue Bethesda, Maryland 20014 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Frederick, State of Maryland:

All that parcel or lot of land situate, lying and being on the easterly side of Biggs Avenue, in the City of Frederick, Frederick County, State of Maryland, being known and designated as 408 Biggs Avenue; and also being known and designated as lot #75 in Block #8 on the Final Re-Subdivision Plat of Blocks #4 and #8 of "Rosedale", as prepared by C. Edward Smith, Jr., Registered Surveyor, recorded in Plat Book #3, folio #79, one of the Plat Records of Frederick County, Maryland, said parcel or lot of land having a frontage on the easterly side of Biggs Avenue of 63.5 feet and a width in the rear of 50.0 feet, and also being part of lot #66 and lot #67 in Block #8, as shown and indicated on the Plat of "Rosedale", recorded in Plat Book #3, folio #69, one of the aforesaid Plat Records, saving and excepting therefrom, however, a parcel or tract of land, containing 500 square feet of land, more or less, described in a deed dated the 12th day of December, 1957 from Madeline D. Warnock, widow, unto the State of Maryland, to the use of State Roads Commission, recorded in Liber 593, folio 138, one of the Land Records of Frederick County, Maryland, said parcel of land being more particularly described on State Roads Commission Plat #13683, recorded among the Plats of the State Roads Commission in the office of the Clerk of the Circuit Court for Frederick County, Maryland.

BEING all and the same real estate as described and conveyed in a Deed from Clarence D. Shafer and Blanche E. Shafer, his wife, to Robert L. Lemon, Sr. and Dorothy A. Lemon, his wife, of even date herewith and intended to be recorded among the Land Records of Frederick County, Maryland, immediately prior hereto or simultaneously herewith.

which has the address of 408 Biggs Avenue, Frederick, Maryland 21701 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated November 15, 1977 (herein "Note"), in the principal sum of Fifty-Two Thousand One Hundred and 00/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2007; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

1700 6 of Libit (filed Oct. 11, 1979)